

# AV AUTOMOTIVE CORP.

P.O. Box 1150  
Lutz, Florida 33548-1150  
Phone 813-948-3335 / Fax 813-948-8788

PURCHASER'S NAME		DATE	
STREET ADDRESS		CITY	STATE
		ZIP	
RESIDENCE PHONE		BUSINESS PHONE	
VEHICLE BEING PURCHASED		Drivers License Number	
PLEASE ENTER MY ORDER <input type="checkbox"/> NEW <input type="checkbox"/> CAR			
FOR THE FOLLOWING <input type="checkbox"/> USED <input type="checkbox"/> TRUCK			
<input type="checkbox"/> DEMO <input type="checkbox"/> OTHER			
YEAR	MAKE	Social Security Number	
MODEL OR SERIES	BODY TYPE		
COLOR	TRIM		
MILEAGE	ENGINE TYPE	Birthdate	
IDENTIFICATION NO			
TO BE DELIVERED ON OR ABOUT			
STOCK NO			
SALESMAN		Total Including Accessories	
		Less: Trade Allowance	
USED VEHICLE TRADED IN AND/OR OTHER CREDITS		Cash Difference →	
MAKE OF TRADE-IN			
YEAR	MODEL	Amount Taxable	
BODY		Plus: Sales Tax	
SERIES		Plus: Trade Balance Owed	
I CERTIFY THAT THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS _____ HAS NOT _____ EXCEEDED 100,000 MILES.		Plus: Insurance	
Signature _____		Plus: Impact Fee 100 0	
IDENTIFICATION NO		Plus: Delivery Fee 95 0	
BALANCE OWED TO		Cash Balance Due →	
ADDRESS			
USED TRADE IN ALLOWANCE	\$	Deposit	
BALANCE OWED ON TRADE IN		Due at Delivery	
NET ALLOWANCE ON USED TRADE IN	\$	Financed Balance	
CASH WITH ORDER	\$		
	\$		

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.** Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

"THANK YOU — WE APPRECIATE YOUR BUSINESS"

PURCHASER'S SIGNATURE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

PER \_\_\_\_\_

(NAME AND TITLE)

**ALSO PLEASE BE SURE TO BRING**  
1. TITLE TO YOUR TRADE  
2. REGISTRATION IF TRANSFERRING YOUR TAG  
3. PROOF OF INSURANCE

## ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

3. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

4. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 above, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses and for such other losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.

5. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

6. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

7. If a charge for Credit Life Insurance is included in this Order the provisions as to Credit Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein and the finance charge thereon, may be deducted from the Total of Payments and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

**8. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**USED CAR WARRANTY: ALL USED CARS SOLD AS IS.**

**9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.